

**For Clerk's Use Only**

## CLAIM OF LIEN

STATE OF FLORIDA  
COUNTY OF LEON

BEFORE ME, the undersigned notary public, personally appeared Scott Jerald, as Vice President of W.G. Yates & Sons Construction Company, whose address is P.O. Box 456, Philadelphia, MS 39350, who is duly sworn and says that it is the lienor and that in accordance with the Contract for Construction (the "Contract") dated February 28, 2018 with Fairmont Tallahassee, LLC, (attached hereto as Exhibit "A"), furnished labor, services, or material consisting of general contracting services, on the following described real property in Leon County, Florida:

(Legal Description Attached as Exhibit "B")

owned by Fairmont Tallahassee, LLC, of which there remains unpaid an amount equal to \$8,218,645.93 (EIGHT MILLION, TWO HUNDRED EIGHTEEN THOUSAND, SIX HUNDRED FORTY-FIVE AND 93/100 DOLLARS) together with interest. This Claim of Lien relates back to the date of the Notice of Commencement recorded March 6, 2019 and is superior to all conveyances and encumbrances recorded thereafter.

This Claim of Lien is not in full satisfaction or accord of the amounts due or to become due under the Contract and represents only a lien for partial work performed from the date of the Contract through June 30, 2019.

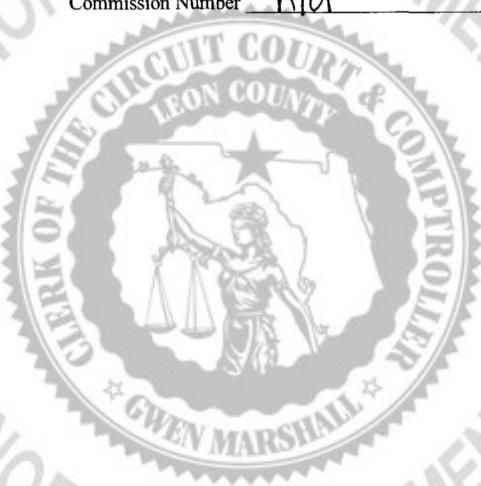
THE PROPERTY OWNER, FAIRMONT TALLAHASSEE, LLC, EXPRESSLY WAIVES THE RIGHT TO CONTEST THE VALIDITY OF THIS CLAIM OF LIEN OR THE AMOUNT OF THE LIEN AS CONTAINED HEREIN.

Scott Jerald  
As Vice President of W.G. Yates & Sons  
Construction Company

STATE OF Georgia  
COUNTY OF Chamblee

Sworn to and subscribed before me this 31<sup>st</sup> day of July, 2019, by Scott Jerald as Vice President of W.G. Yates & Sons Construction Company, who is personally known to me or produced as identification.

(S E A L)  
anuy king  
Notary Public  
Commission Number n1a



UNOFFICIAL DOCUMENT

*Kenneth Giles McDermott*  
Kenneth Giles McDermott

As Manager of Fairmont Tallahassee, LLC, a Florida limited liability company

STATE OF NEW JERSEY  
COUNTY OF SOMERSET

Sworn to and subscribed before me this 26 day of JULY, 2019, by Kenneth Giles McDermott as Manager of Fairmont Tallahassee, LLC, who is personally known to me or produced \_\_\_\_\_ as identification.

(S E A L) *[Signature]*

Notary Public  
Commission Number 2242958



EXHIBIT A

**CONTRACT FOR CONSTRUCTION**

**of**

**LOEWS HOTEL AND OFFICE CENTER  
TALLAHASSEE, FLORIDA**

**between**

**and**

**W.G. YATES & SONS CONSTRUCTION COMPANY**

**Dated February 28, 2018**

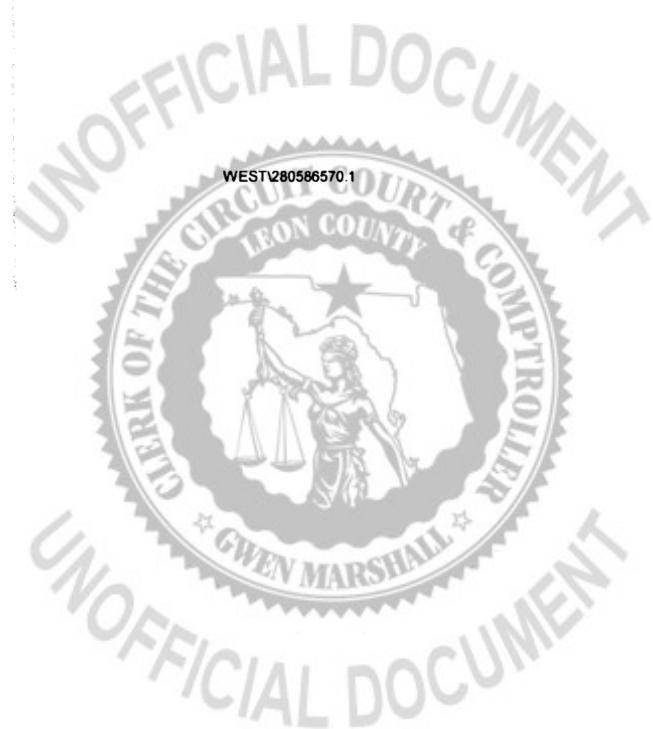
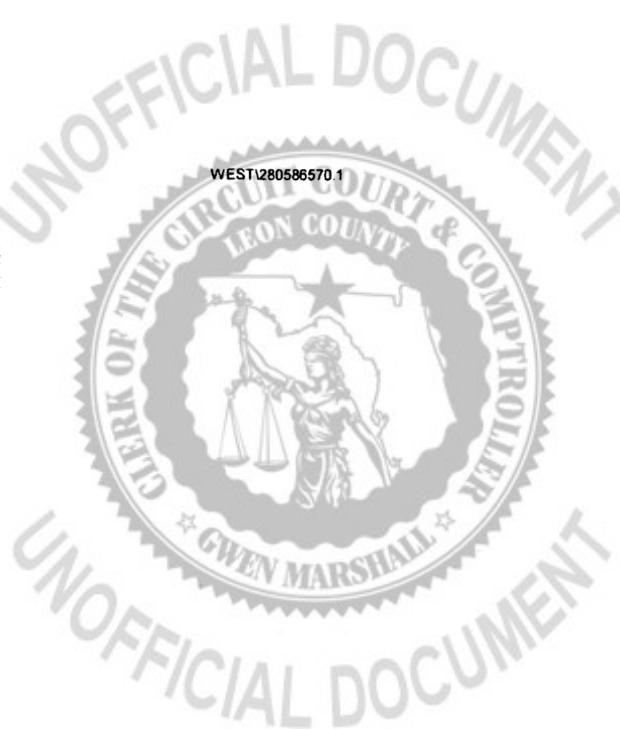


TABLE OF CONTENTS

PREAMBLE .....	
ARTICLE 1 DEFINITIONS AND ATTACHMENTS .....	1
ARTICLE 2 THE WORK .....	7
ARTICLE 3 THE CONTRACTOR'S DUTIES AND STATUS .....	8
ARTICLE 4 TIME OF COMMENCEMENT AND COMPLETION .....	10
ARTICLE 5 GUARANTEED MAXIMUM PRICE .....	12
ARTICLE 6 CONTRACTOR'S FEE .....	16
ARTICLE 7 CHANGES IN THE WORK .....	17
ARTICLE 8 COSTS TO BE REIMBURSED .....	18
ARTICLE 9 COSTS NOT TO BE REIMBURSED .....	24
ARTICLE 10 ALLOWANCES .....	25
ARTICLE 11 DISCOUNTS, REBATES AND REFUNDS .....	26
ARTICLE 12 SUBCONTRACTS .....	26
ARTICLE 13 ACCOUNTING RECORDS .....	27
ARTICLE 14 PROGRESS PAYMENTS .....	28
ARTICLE 15 FINAL PAYMENT .....	35
ARTICLE 16 MISCELLANEOUS PROVISIONS .....	38



identified in the opening paragraph of this Agreement and is qualified and licensed to perform construction services in the state in which the Project is located; (ii) is authorized to do business in such state; (iii) all of Contractor's franchise and corporate taxes have been paid to date; and (iv) such persons are duly authorized by the board of directors (and shareholders, if required) of such corporation to execute and deliver this Agreement on behalf of the corporation.

IN WITNESS WHEREOF the parties hereto have executed these presents in form and manner proper and sufficient in law as of the day and year first above written.

ATTEST:

*Matkilaen McDermott*

OWNER

FAIRMONT TALLAHASSEE, LLC

By: *Kenneth McDermott, Manager*

ATTEST:

*RD*  
Rochelle Douglas

CONTRACTOR

W.G. YATES & SONS  
CONSTRUCTION COMPANY

By:



EXHIBIT B

ALL THAT PART OF LOT NUMBERED 72 ACCORDING TO THE OLD PLAN OF THE SAID CITY OF TALLAHASSEE DESCRIBED AS FOLLOWS, TO -WIT: BEGIN AT THE NORTHEAST CORNER OF SAID LOT NUMBERED 72 AND FROM SAID POINT OF BEGINNING THENCE RUN SOUTH ALONG THE EASTERN BOUNDARY LINE OF SAID LOT NUMBERED 72 FOR A DISTANCE OF SIXTY (60) FEET, THEN RUN IN A WESTERLY DIRECTION ALONG A LINE PARALLEL TO THE NORTHERN BOUNDARY OF SAID LOT FOR A DISTANCE OF EIGHTY-FIVE (85) FEET, THENCE RUN IN A NORTHERLY DIRECTION PARALLEL TO THE EASTERN BOUNDARY LINE OF SAID LOT FOR A DISTANCE OF SIXTY (60) FEET, THENCE RUN IN AN EASTERLY DIRECTION ALONG THE NORTHERN BOUNDARY LINE OF SAID LOT TO THE POINT OF BEGINNING AS DESCRIBED IN DEED BOOK 164, PAGE 447 IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN LEON COUNTY, FLORIDA.

AND ALSO

BEGIN AT THE SOUTHWEST CORNER OF LOT 71 OF THE OFFICIAL PLAT OF THE CITY OF TALLAHASSEE, FLORIDA, THENCE RUN NORTH 82 FEET TO THE POINT OR PLACE OF BEGINNING. FROM SAID POINT OR PLACE OF BEGINNING THENCE RUN NORTH 30 FEET PARALLEL WITH CALHOUN STREET TO A POINT, THENCE EAST 100 FEET TO A POINT, THENCE SOUTH 30 FEET TO A POINT, THENCE WEST 100 FEET TO THE POINT OR PLACE OF BEGINNING.

AND ALSO

BEGIN AT THE SOUTHWEST CORNER OF LOT 71 OF THE OFFICIAL PLAT OF THE CITY OF TALLAHASSEE, FLORIDA, THENCE RUN NORTH ALONG THE EAST PROPERTY LINE OF CALHOUN STREET FOR A DISTANCE OF 112 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING RUN NORTH 58 FEET, THENCE EAST 170 FEET, THENCE SOUTH 170 FEET, THENCE WEST 70 FEET ALONG THE NORTH BOUNDARY OF JEFFERSON STREET, THENCE NORTH 112 FEET, THENCE WEST 100 FEET TO THE POINT OF BEGINNING.

AND ALSO

PARCEL 1:

BEGIN AT THE SOUTHWEST CORNER OF LOT 71, OF THE OLD PLAN OF THE CITY OF TALLAHASSEE, AND RUN THENCE NORTH 82 FEET, THENCE EAST 100 FEET, THENCE SOUTH 82 FEET TO THE NORTH BOUNDARY OF JEFFERSON STREET, THENCE WEST 100 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THE WEST HALF OF LOT NUMBERED 72 IN THE ORIGINAL PLAN OF THE CITY OF TALLAHASSEE, LEON COUNTY, FLORIDA.

PARCEL 3:

ALL THAT PART OF LOT 72, OF THE ORIGINAL PLAN OF THE CITY OF TALLAHASSEE, DESCRIBED AS FOLLOWS, TO-WIT: BEGIN AT THE SOUTHEAST CORNER OF SAID LOT 72, AND FROM SAID POINT OF BEGINNING RUN THENCE NORTH ALONG THE EASTERN BOUNDARY LINE OF SAID LOT NO. 72, FOR A DISTANCE OF 110 FEET, THENCE RUN IN A WESTERLY DIRECTION ALONG A LINE PARALLEL TO THE NORTH BOUNDARY OF SAID LOT FOR A DISTANCE OF 85 FEET, THENCE RUN IN A SOUTHERLY DIRECTION PARALLEL



TO THE WESTERN BOUNDARY LINE OF SAID LOT FOR A DISTANCE OF 110 FEET, THENCE RUN IN AN EASTERLY DIRECTION ALONG THE SOUTHERN BOUNDARY LINE OF SAID LOT TO THE POINT OF BEGINNING.

TOGETHER WITH EASEMENT RIGHTS AS GRANTED UNDER PERPETUAL INGRESS/EGRESS, USE AND PARKING EASEMENT AGREEMENT FOR THE FIRST FLOOR OF THE EASTSIDE PARKING GARAGE RECORDED MAY 26, 2016, IN OFFICIAL RECORDS BOOK 4932, PAGE 931 AND GRANT OF RIGHT-OF-ENTRY AND TEMPORARY CONSTRUCTION AGREEMENT RECORDED JULY 25, 2016, IN OFFICIAL RECORDS BOOK 4954, PAGE 1968.

